

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
e-Miles, Inc.		04/20/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Harold Brierley		
Street Address:	5800 Tennyson Parkway		
Internal Address:	Suite 600		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3578224	REWARDS FOR ENGAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	(214)764-8389		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214.367.6000		
Email:	ipdocketing@kk-llp.com		
Correspondent Name:	Klemchuk Kubasta LLP		
Address Line 1:	8150 N. Central Expressway		
Address Line 2:	Suite 1150		
Address Line 4:	Dallas, TEXAS 75206		
NAME OF SUBMITTER:	Roxana A. Sullivan		
Signature:	/Roxana A. Sullivan/		
Date:	04/25/2011		

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REEL: 004528 FRAME: 0608

OP \$40.00 3578224

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made effective as of April 29, 2011 by and between Harold Brierley, an individual residing in Texas ("Brierley"), and E-Miles, Inc., a Delaware corporation ("E-Miles").

### WITNESSETH

WHEREAS, Brierley is the owner of the trademarks listed on Exhibit A to this Agreement (the "Brierley Marks"), together with the goodwill of the business symbolized thereby and associated therewith (the "Brierley Goodwill"); and

WHEREAS, E-Miles is the owner of the trademarks listed on Exhibit B to this Agreement (the "E-Miles Marks"), together with the goodwill of the business symbolized thereby and associated therewith (the "E-Miles Goodwill"); and

WHEREAS, Brierley has agreed to assign, transfer, and convey to E-Miles all of Brierley's right, title, and interest in and to the Brierley Marks and the Brierley Goodwill; and

WHEREAS, E-Miles has agreed to assign, transfer, and convey to Brierley all of E-Miles' right, title, and interest in and to the E-Miles Marks and the E-Miles Goodwill;

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Brierley hereby assigns, transfers, and conveys unto E-Miles all of Brierley's worldwide right, title, and interest of whatever kind, including all common law rights, in and to the Brierley Marks, together with the Brierley Goodwill; all income, royalties, and damages hereafter due or payable to E-Miles with respect to the Brierley Marks, including without limitation, damages and payments for past, present, or future infringements and misappropriations of the Brierley Marks; and all rights to sue for past, present, and future infringements or misappropriations of the Brierley Marks.

2. Brierley further agrees to execute all papers and to perform such other proper acts as may be necessary to secure for E-Miles or its designees the rights herein assigned, including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in E-Miles, its successors, assigns, and legal representatives.

3. E-Miles hereby assigns, transfers, and conveys unto Brierley all of E-Miles' worldwide right, title, and interest of whatever kind, including all common law rights, in and to the E-Miles Marks, together with the E-Miles Goodwill; all income, royalties, and

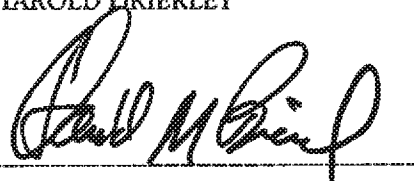
damages hereafter due or payable to Brierley with respect to the E-Miles Marks, including without limitation, damages and payments for past, present, or future infringements and misappropriations of the E-Miles Marks; and all rights to sue for past, present, and future infringements or misappropriations of the E-Miles Marks.

4. E-Miles further agrees to execute all papers and to perform such other proper acts as may be necessary to secure for Brierley or his designees the rights herein assigned, including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in Brierley, his successors, assigns, and legal representatives.

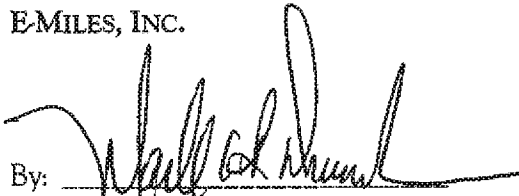
5. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of April 20, 2011.

HAROLD BRIERLEY



E-MILES, INC.

By: 

Its: President - E-Miles

20-April-2011

EXHIBIT A

Mark	Jurisdiction	Goods/Services	Registration/Serial Number
MILES FOR MINUTES	USA	IC 35. Promoting the goods and services of others through a consumer loyalty marketing program offering rewards, namely, frequent traveler program miles as an incentive for consumers supplying research information in person through interactive media	2,946,287
MILES FOR MINUTES	Common Law	Promoting the goods and services of others through a consumer loyalty marketing program offering rewards, namely, frequent traveler program miles as an incentive for consumers supplying research information in person through interactive media	N/A

EXHIBIT B

Mark	Jurisdiction	Goods/Services	Registration/Serial Number
REWARDS FOR ENGAGEMENT	USA	IC 35. Promoting the goods and services of others through a consumer loyalty marketing program offering rewards, namely, frequent traveler program miles as an incentive for consumers supplying research information in person though interactive media	3,578,224
REWARDS FOR ENGAGEMENT	Common Law	Promoting the goods and services of others through a consumer loyalty marketing program offering rewards, namely, frequent traveler program miles as an incentive for consumers supplying research information in person through interactive media	N/A